

REQUEST FOR PROPOSAL (RFP)

Bid Event Number:	EVT0002314
Requisition ID:	0000011508
Document Number:	RFX0000392
Replaces Contract:	12556
Date Mailed:	April 24, 2013
Closing Date:	June 5, 2013, 2:00 PM
Procurement Officer:	Tami Sherley Telephone: 785-296-3122 E-Mail Address: tami.sherley@da.ks.gov Web Address: http://da.ks.gov/purch
Item:	Services, Tobacco Use Cessation Telephone and On-line Quitline
Agency:	26400 – Kansas Department of Health and Environment
Period of Contract:	July 1, 2013 through June 30, 2014 (with the option to renew for five (5) additional one (1) year periods)
Guarantee:	No Monetary Guarantee Required
Scope:	This Contract shall cover the procurement of Tobacco Use Cessation Quitline for the Kansas Department of Health and Environment during the contract period referenced above.

Event Number EVT0002314 was recently posted Procurement and Contracts Internet website.
The document can be downloaded by going to the following website:

<http://da.ks.gov/purch/Contracts/bids.aspx>

It shall be the bidder's responsibility to monitor this website on a regular basis for any changes/amendments.

SIGNATURE SHEET**Item:** Services, Tobacco Use Cessation Telephone and Online Quitline**Agency:** Kansas Department of Health and Environment**Closing Date:** June 5, 2013

By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request and that all exceptions are clearly identified.

Legal Name of Person, Firm or Corporation_____

Mailing Address_____ City & State_____ Zip _____

Toll Free Telephone_____ Local_____ Cell: _____ Fax_____

Tax Number_____

CAUTION: If your tax number is the same as your Social Security Number (SSN), you must leave this line blank. **DO NOT** enter your SSN on this signature sheet. If your SSN is required to process a contract award, including any tax clearance requirements, you will be contacted by an authorized representative of the Division of Purchases at a later date.

E-Mail _____

Signature_____ Date_____

Typed Name _____ Title_____

In the event the **contact for the bidding process** is different from above, indicate contact information below.

Bidding Process Contact Name_____

Mailing Address_____ City & State_____ Zip _____

Toll Free Telephone_____ Local_____ Cell: _____ Fax_____

E-Mail_____

If **awarded a contract and purchase orders** are to be directed to an address other than above, indicate mailing address and telephone number below.

Award Contact Name_____

Mailing Address_____ City & State_____ Zip _____

Toll Free Telephone_____ Local_____ Cell: _____ Fax_____

E-Mail_____

1. INSTRUCTIONS

1.1. Bid Event ID / Reference Number:

The Bid Event ID / RFP number, indicated in the header of this page, as well as on the first page of this proposal, has been assigned to this RFP and **MUST** be shown on all correspondence or other documents associated with this RFP and **MUST** be referred to in all verbal communications. All inquiries, written or verbal, shall be directed only to the procurement officer reflected on Page 1 of this proposal. There shall be no communication with any other State employee regarding this RFP except with designated state participants in attendance **ONLY DURING**:

- Negotiations
- Contract Signing
- as otherwise specified in this RFP.

Violations of this provision by bidder or state agency personnel may result in the rejection of the proposal.

1.2. Negotiated Procurement:

This is a negotiated procurement pursuant to K.S.A. 75-37,102. Final evaluation and award will be made by the Procurement Negotiation Committee (PNC) consisting of the following entities (or their designees):

- Secretary of Department of Administration;
- Director of Purchases, Department of Administration; and
- Head of Using Agency

1.3. Appearance Before Committee:

Any, all or no bidders may be required to appear before the PNC to explain the bidder's understanding and approach to the project and/or respond to questions from the PNC concerning the proposal; or, the PNC may award without conducting negotiations, based on the initial proposal. The PNC reserves the right to request information from bidders as needed. If information is requested, the PNC is not required to request the information of all bidders.

Bidders selected to participate in negotiations may be given an opportunity to submit a revised technical and/or cost proposal/offer to the PNC, subject to a specified cut off time for submittal of revisions. Meetings before the PNC are not subject to the Open Meetings Act. Bidders are prohibited from electronically recording these meetings. All information received prior to the cut off time will be considered part of the bidder's revised offer.

No additional revisions shall be made after the specified cut off time unless requested by the PNC.

1.4. Cost of Preparing Proposal:

The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this RFP.

1.5. Preparation of Proposal:

Prices are to be entered in spaces provided on the cost proposal form if provided herein. Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern. The PNC has the right to rely on any prices provided by bidders. The bidder shall be responsible for any mathematical errors. The PNC reserves the right to reject proposals which contain errors.

All copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the Bid Event ID / RFP number and closing date.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other bidder, competitor or public officer/employee.

Technical proposals shall contain a concise description of bidder's capabilities to satisfy the requirements of this RFP with emphasis on completeness and clarity of content. Repetition of terms and conditions of the RFP without additional clarification shall not be considered responsive.

1.6. Signature of Proposals:

Each proposal shall give the complete legal name and mailing address of the bidder and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. If the contract's contact will be a different entity, indicate that individual's contact information for communication purposes. Each proposal shall include the bidder's tax number.

1.7. Acknowledgment of Amendments:

All bidders shall acknowledge receipt of any amendments to this RFP by returning a signed hard copy with the bid. Failure to acknowledge receipt of any amendments may render the proposal to be non-responsive. Changes to this RFP shall be issued only by Procurement and Contracts in writing.

1.8. Modification of Proposals:

A bidder may modify a proposal by letter or by FAX transmission at any time prior to the closing date and time for receipt of proposals.

1.9. Withdrawal of Proposals:

A proposal may be withdrawn on written request from the bidder to the Procurement Officer at Procurement and Contracts prior to the closing date.

1.10. Competition:

The purpose of this RFP is to seek competition. The bidder shall advise Procurement and Contracts if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by Procurement and Contracts no later than five (5) business days prior to the bid closing date. The Director of Purchases reserves the right to waive minor deviations in the specifications which do not hinder the intent of this RFP.

1.11. Evaluation of Proposals:

Award shall be made in the best interest of the State as determined by the PNC or their designees. Although no weighted value is assigned, consideration may focus toward but is not limited to:

- Cost. Bidders are not to inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations. The State reserves the right to award to the lowest responsive bid without conducting formal negotiations, if authorized by the PNC.
- Adequacy and completeness of proposal
- Bidder's understanding of the project
- Compliance with the terms and conditions of the RFP
- Experience in providing like services
- Qualified staff
- Methodology to accomplish tasks
- Response format as required by this RFP

1.12. Acceptance or Rejection:

The Committee reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this RFP; and unless otherwise specified, to accept any item in a proposal.

1.13. Proposal Disclosures:

At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released. Interested bidders or their representatives may be present at the announcement at the following location:

Kansas Department of Administration

Procurement and Contracts

800 SW Jackson Street, Suite 600

Topeka, KS 66612 1216

Bid results will not be given to individuals over the telephone or email. Results may be obtained after contract finalization by obtaining a bid tabulation from Procurement and Contracts by sending (do not include with bid):

- A check for \$3.00, payable to the State of Kansas
- A self-addressed, stamped envelope
- Bid Event ID Number

Send to:

Kansas Department of Administration

Procurement and Contracts

Attention: Bid Results/Copies

800 SW Jackson, Suite 600

Topeka, KS 66612 1216

Copies of individual proposals may be obtained under the Kansas Open Records Act by sending an email to janet.miller@da.ks.gov or calling 785-296-0002 to request an estimate of the cost to reproduce the documents and remitting that amount with a written request to the above address or a vendor may make an appointment by calling the above number to view the proposal file. Upon receipt of the funds,

the documents will be mailed. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

1.14. Disclosure of Proposal Content and Proprietary Information:

All proposals become the property of the State of Kansas. The Open Records Act (K.S.A. 45-215 et seq) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. (<http://da.ks.gov/purch/KSOpenRecAct.doc>) No proposals shall be disclosed until after a contract award has been issued. The State reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration or may be returned to the bidder.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled "Proprietary" on each individual page and provided as separate from the main proposal. Pricing information is not considered proprietary and the bidder's entire proposal response package will not be considered proprietary.

All information requested to be handled as "Proprietary" shall be submitted separately from the main proposal and clearly labeled, in a separate envelope or clipped apart from all other documentation. The bidder shall provide detailed written documentation justifying why this material should be considered "Proprietary". Procurement and Contracts reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

The State of Kansas does not guarantee protection of any information which is not submitted as required.

1.15. Exceptions:

By submission of a response, the bidder acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the Technical Proposal to be entitled: "Exceptions".

1.16. Notice of Award:

An award is made on execution of the written contract by all parties.

2. PROPOSAL RESPONSE

2.1. Submission of Proposals:

Bidder's proposal shall consist of:

- One (1) original and four (4) copies of the Technical Proposal, including the signed Event Details document, applicable literature and other supporting documents;
- One (1) original and four (4) copies of the cost proposal including the signed Event Details document,
- Two (2) electronic / software version(s) of the technical and cost proposals are required. This shall be provided on CD or flash drive, in Microsoft® Word or Excel. Technical and cost responses shall be submitted on separate media.

All copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the Bid Event ID number and closing date.

Bidder's proposal, sealed securely in an envelope or other container, shall be received no later than 2:00 p.m., Central Time, on the closing date, addressed as follows:

Kansas Department of Administration

Procurement and Contracts

Bid Event ID: EVT0002314

Closing Date: June 5, 2013

800 SW Jackson Street, Suite 600

Topeka, KS 66612 1216

It is the bidder's responsibility to ensure bids are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse late bid submissions.

Faxed, e-mailed or telephoned proposals are not acceptable unless otherwise specified.

Proposals received prior to the closing date shall be kept secured and sealed until closing. The State shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration or may be returned to the bidder.

2.2. Proposal Format:

Bidders are instructed to prepare their Technical Proposal following the same sequence as this RFP.

2.3. Transmittal Letter:

All bidders shall respond to the following statements:

- (a) the bidder is the prime contractor and identifying all subcontractors;
- (b) the bidder is a corporation or other legal entity;

- (c) no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal;
- (d) the bidder does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability;
- (e) no cost or pricing information has been included in the transmittal letter or the Technical Proposal;
- (f) the bidder presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict;
- (g) the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above statements;
- (h) whether there is a reasonable probability that the bidder is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the bidder which would relate to the performance of this contract. If the statement is in the affirmative, the bidder is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the State and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the bidder will obtain a similar certification and authorization and failure to do so will constitute grounds for termination for cause of the contract at the option of the State;
- (i) bidder agrees that any lost or reduced federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the RFP, contract or modification shall be accompanied by reductions in state payments to Contractor; and
- (j) the bidder has not been retained, nor has it retained a person to solicit or secure a state contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business. For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract for cause and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

2.4. Bidder Information:

The bidder must include a narrative of the bidder's corporation and each subcontractor if any. The narrative shall include the following:

- (a) date established;
- (b) ownership (public, partnership, subsidiary, etc.);
- (c) number of personnel, full and part time, assigned to this project by function and job title;
- (d) resources assigned to this project and the extent they are dedicated to other matters;
- (e) organizational chart;
- (f) financial statement may be required.

2.5. Qualifications:

A description of the bidder's qualifications and experience providing the requested or similar service, including resumes of personnel assigned to the project stating their education and work experience, shall be submitted with the Technical Proposal. The bidder must be an established firm recognized for its

capacity to perform. The bidder must have sufficient personnel to meet the deadlines specified in the RFP.

2.6. Timeline:

A timeline for implementing services must be submitted with the bid.

2.7. Methodology:

Bidders shall submit with the bid, a detailed explanation of the methodology for implementing services.

2.8. References:

Provide three (3) references who have purchased similar items or services from the bidder in the last three (3) year(s). References shall show firm name, contact person, address, e-mail address and phone number. **Bidder's employees and the buying agency shall not be shown as references.**

3. TERMS AND CONDITIONS

3.1. Contract Documents:

This RFP, any amendments, the response and any response amendments of the Contractor, and the State of Kansas DA-146a (Contractual Provision Attachment) shall be incorporated into the written contract, which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA 146a;
- written modifications to the executed contract;
- written contract signed by the parties;
- the RFP, including any and all amendments;
- and Contractor's written proposal submitted in response to the RFP as finalized.

3.2. Contract:

The successful bidder will be required to enter into a written contract with the State. The contractor agrees to accept the provisions of Form DA 146a (Contractual Provisions Attachment), which is incorporated into all contracts with the State and is incorporated into this RFP.

3.3. Contract Formation:

No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful bidder.

3.4. Notices:

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Department of Administration

Procurement and Contracts

800 SW Jackson St, Suite 600

Topeka, Kansas 66612-1216

RE: Bid Event ID Number _____

or to any other persons or addresses as may be designated by notice from one party to the other.

3.5. Termination for Cause:

The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract;
- the Contractor provides substandard quality or workmanship;

- the Contractor fails to perform any of the provisions of this contract, or
- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

3.6. Termination for Convenience:

The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

3.7. Rights and Remedies:

If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

3.8. Force Majeure:

The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

3.9. Waiver:

Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

3.10. Independent Contractor:

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

3.11. Staff Qualifications:

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

3.12. Subcontractors:

The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

The State of Kansas requires tax clearance certificates for all subcontractors be submitted with the technical proposal, and that the bidder additionally provide subcontractor(s) legal company name, contact information and tax ID number (FEIN/TIN) as well.

3.13. Proof of Insurance:

Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to Procurement and Contracts.

3.14. Conflict of Interest:

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

3.15. Confidentiality:

The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by State, will destroy or render it unreadable.

3.16. Nondiscrimination and Workplace Safety:

The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

3.17. Environmental Protection:

The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.

3.18. Hold Harmless:

The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

3.19. Care of State Property:

The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse State for such property's loss or damage caused by Contractor, normal wear and tear excepted.

3.20. Prohibition of Gratuities:

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

3.21. Retention of Records:

Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

3.22. Antitrust:

If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

3.23. Modification:

This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

3.24. Assignment:

The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State. State may reasonably withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

3.25. Third Party Beneficiaries:

This contract shall not be construed as providing an enforceable right to any third party.

3.26. Captions:

The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

3.27. Severability:

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

3.28. Governing Law:

This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.

3.29. Jurisdiction:

The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment.

3.30. Mandatory Provisions:

The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.

3.31. Integration:

This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.

3.32. Debarment of State Contractors:

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

3.33. Immigration and Reform Control Act of 1986 (IRCA):

All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

With the submission of this bid, the contractor hereby certifies without exception that such contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

Contractor will provide a copy of a signed Certification Regarding Immigration Reform and Control Form <http://da.ks.gov/purch/CertificationImmigrationForm.doc> with the technical proposal.

3.34. Worker Misclassification:

The contractor and all lower tiered subcontractors under the contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

3.35. Injunctions:

Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

3.36. Statutes:

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included

herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

3.37. Federal, State and Local Taxes:

Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the bidder's price quotation. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

3.38. Accounts Receivable Set-Off Program:

If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, agency payments to the Contractor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. If the debt is undisputed, the Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

3.39. Definitions:

A glossary of common procurement terms is available at <http://da.ks.gov/purch>, under "Purchasing Forms".

3.40. Definite Quantity Contract:

This Request is for a close-ended contract between the Contractor and the State to furnish a predetermined quantity of a good or service in a given period of time.

3.41. HIPAA Confidentiality:

Per the Health Insurance Portability and Accountability Act (1996) (HIPAA), the agency is a covered entity under the act and therefore Contractor is not permitted to use or disclose health information in ways that the agency could not. This protection continues as long as the data is in the hands of the Contractor.

The Contractor shall establish and maintain procedures and controls acceptable to the agency to protect the privacy of members' information. Unless the Contractor has the member's written consent, the Contractor shall not use any personally identifiable information obtained for any reason other than that mandated by this agreement

3.42. Off-Shore Sourcing:

Bidders shall disclose in their bid response the location where the contracted services will be performed and whether or not any of the work necessary to provide the contracted services will be performed at a site outside the United States.

If, during the term of the contract, the Contractor or subcontractor plans to move work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify Procurement and Contracts and the respective agency in writing, indicating the desired new location, the nature of the work to be moved and the percentage of work that would be relocated. The Director of Purchases, with the advice of the respective agency, must approve any changes prior to work being relocated. Failure to obtain the Director's approval may be grounds to terminate the contract for cause.

3.43. Experience:

All bidders are preferred to have continuous active participation in the applicable industry, providing equipment/services comparable in size and complexity to those specified herein.

Bidders may be required to furnish information supporting the capability to comply with conditions for bidding and fulfill the contract if receiving an award of contract. Such information may include, but not be limited to, a list of similar size and type projects the bidder has completed.

3.44. Prices:

Prices shall remain firm for the entire contract period and subsequent renewals. Prices shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract for cause.

3.45. Payment:

Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in the Contractor's response.

Payment schedule shall be on a frequency mutually agreed upon by both the agency and the Contractor.

3.46. Upgrades:

Bidders shall indicate the upgrade price and policy for any software, firmware, or hardware upgrades anticipated for the equipment bid. If the upgrades are provided without cost, this should be indicated.

3.47. Demonstration Requirements:

A demonstration of the selected devices/equipment/solution for the using agencies may be required before final contract approval. The State of Kansas reserves the right to request said devices/equipment/solution fully configured/operational for testing, which shall be furnished at no expense to the State within ten (10) days after receipt of request. Devices/equipment will be returned at the bidder's expense if not consumed during the evaluation process.

3.48. Industry Standards:

If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

3.49. Implied Requirements:

All products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the specifications, shall be included. Other products required to make the described software functional shall be identified in the bidder's response.

3.50. Acceptance:

No contract provision or use of items by the State shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.

3.51. Ownership:

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.

3.52. Data:

Any and all data required to be provided at any time during the bid process or contract term shall be made available in a format as requested and/or approved by the State.

3.53. Certification of Materials Submitted:

The response to this RFP, together with the specifications set forth herein and all data submitted by the bidder to support the response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of any contract between the Contractor and the State of Kansas. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

3.54. Inspection:

The State reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.

3.55. New Materials, Supplies or Equipment:

Unless otherwise specified, all materials, supplies or equipment offered by the Contractor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.

3.56. Bidder Contracts:

Bidders must include with their RFP response, a copy of any contracts, agreements, licenses, warranties, etc. that the bidder would propose to incorporate into the any contract generated from this Bid Event. (State of Kansas form DA-146a remains a mandatory requirement in all contracts.)

3.57. Transition Assistance:

In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor.

3.58. Award:

Award will be by line item or group total, whichever is in the best interest of the State of Kansas.

4. SPECIFICATIONS

4.1 PROJECT DESCRIPTION:

The Kansas Department of Health and Environment, Bureau of Health Promotion, Tobacco Use Prevention Program (TUPP) and Division of Health Care Finance (DHCF) Medicaid and State Employee Health Plan (SEHP) programs are seeking bids for the purpose of selecting qualified applicants to operate a statewide tobacco use cessation telephone Quitline and online cessation program.

The Quitline is a single, statewide, no-charge, convenient telephone-based resource to provide screening, counseling, support materials and referral for tobacco cessation assistance based on individuals' readiness to quit. The online program is a free web-based cessation service for Kansas residents. The Quitline and online program will provide comprehensive follow-up counseling support for Kansas citizens who are ready to quit or are contemplating a cessation attempt. Kansas has an existing toll-free number to utilize for the Quitline and an existing URL to utilize for the online program. Based on Behavioral Risk Factor Surveillance System data, 22% of the Kansas adult population smokes.

The Centers for Disease Control and Prevention recommends telephone-based tobacco cessation counseling as an important part of cessation interventions. The Kansas Department of Health and Environment has built a comprehensive tobacco prevention and cessation program in Kansas which includes a statewide telephone-based tobacco cessation counseling service and an online tobacco cessation service, both of which are available free of charge to its users.

Kansas initiated a statewide tobacco cessation Quitline in the fall of 2003. The Quitline is a telephone-based resource to provide screening, counseling, support materials and/or referral information based on individuals' readiness to quit tobacco at no cost to the caller. Service is provided for all types of tobacco use. Family and friends of tobacco users are also given advice on how to help someone quit. Health care providers occasionally call the Quitline for information and consultation. A fax referral process has been established for health care providers to request a proactive call from the Quitline to their patients who use tobacco and are ready to quit. The Quitline provides support services for both English and Spanish speakers, as well as translation services for many other languages. Call protocol provides a limited number of follow-up calls for continued support, as well as ad hoc calls from individuals needing additional assistance.

The KDHE added web-based tobacco cessation services for Kansans in 2011. Individuals who use the online cessation service experience a comprehensive online service designed to help individual tobacco users through the quitting process. It combines evidence-based methods of treating tobacco addiction with a powerful and effective program which is available 24 hours a day, seven days a week.

Callers who are insured by the State Employee Health Plan (SEHP) are eligible to receive medication such as nicotine gum or patches at no cost from the Quitline vendor. The cost of these items should be included as part of the vendor's bid for providing the SEHP portion of the tobacco cessation program. State and Non State employees covered by the SEHP who enroll and complete 5 counseling sessions with the Quitline counseling services will earn ten (10) credits for their participation toward the HealthQuest Rewards premium incentive discount. Additional information on the HealthQuest Rewards program is available at: <http://www.kdheks.gov/hcf/healthquest/tobaccocessation.html>. These callers are required to complete

five (5) tobacco cessation counseling sessions to earn the ten (10) credits. Covered SEHP employees may elect to participate in the tobacco control program each plan year for credits. The Quitline vendor will need to be able to provide the SEHP and the HealthQuest wellness vendor with data on member completion of the five (5) required calls. The vendor will need to collect and report SEHP member participation in an agreed upon electronic format to the SEHP on a weekly basis.

Media efforts for Quitline and online promotion will be provided by KDHE.

4.2 CONTRACT PERIOD:

The period of contract is July 1, 2013 to June 30, 2014. The contract will include an option to renew for up to five (5) years, pending satisfactory performance.

4.3 REQUIREMENTS:

The vendor shall have knowledge of and shall comply with the following State and Federal requirements:

4.3.1 State and Federal Debarment Suspension Certification, Appendix A of 49 CFR 29.510.

The Bidder is advised that Appendix A of 49 CFR 29.510 requires that the bidder, including all principals representing the organization, certify that they are not currently under debarment or suspension or have not been under debarment or suspension within the past three years. (Refer to certification instructions in this document's APPENDIX A)

4.4 SCOPE OF WORK:

The Contractor will work with TUPP staff to develop and implement a no-charge tobacco use cessation statewide telephone Quitline and online cessation program. Kansas has an existing toll-free number to utilize for the Quitline and an existing URL to utilize for the online program.

The Contractor will also work with the SEHP to establish a tobacco cessation program as part of the HealthQuest Rewards Program. The HQ Rewards program has an established toll free number for all services using a call tree for services. The tobacco cessation vendor will need to agree to work with the HQ wellness vendor to have calls forwarded from our current phone number to the vendor.

The Contractor will develop and design the services required on this bid in a manner consistent with the unique characteristics of Kansas including use of smokeless tobacco. Provide this description in a format that corresponds to the outline below.

4.4.1 TELEPHONE QUITLINE PERFORMANCE STANDARDS

4.4.1.1 Service Delivery Protocol

- 4.4.1.1.1 The Contractor shall provide professional evidence-based tobacco cessation services to tobacco users, family and friends of tobacco users, health care providers, and the general public at no charge to the caller.
- 4.4.1.1.2 The Contractor shall be able to include use of new technologies and best practices as they emerge in the evidence-based practice community.

- 4.4.1.1.3 Protocols for initial and follow-up counseling shall be culturally competent and based on principles of motivational interviewing for inducing behavior change and a cognitive-behavioral approach to treating substance abuse.
- 4.4.1.1.4 Protocols must be revised as needed, to keep pace with research on effective telephone-based or online tobacco dependence treatment interventions.
- 4.4.1.1.5 The counseling shall be based on protocols that have been demonstrated to be effective in randomized clinical trials to prepare people to quit and stay off tobacco after quitting.
- 4.4.1.1.6 Comprehensive follow-up counseling for teens and adults shall include multiple additional follow-up calls scheduled, if possible, with the same counselor.
- 4.4.1.1.7 Scheduling of follow-up calls shall be on days and times most convenient for the client.
- 4.4.1.1.8 Follow-up will be handled in a relapse-sensitive manner.
- 4.4.1.1.9 The Contractor shall be able to tailor services to the identified Kansas high-priority groups with tobacco-related disparities. These groups include but are not limited to: state employees, youth, pregnant women, people who live in rural and frontier Kansas, Latinos, African Americans, people of low socioeconomic status, people with low literacy, people with disabilities, people with chronic diseases, people of all sexual orientations including lesbian, gay, bisexual or transsexual (LGBT) persons, and smokeless tobacco users.
- 4.4.1.1.10 Protocols should include delivery of the following capabilities using a consistent and systematic protocol:
- Screen all individuals and provide general information to individuals requesting it.
 - Provide information to callers calling on behalf of friends or relatives who use tobacco.
 - Assess individuals' tobacco use history and readiness to quit.
 - For callers ready to quit, the Contractor shall:
 - Provide an immediate counseling intervention with a Quitline counselor, if available.
 - Describe the online cessation program as an additional resource and suggest using both programs together for maximum benefit.
 - Mail a packet of cessation support materials within two business days.
 - Assess the caller's interest in follow-up support
 - For ready and interested callers, forward the callers, within the system, for comprehensive cessation follow-up assistance and support.

- For tobacco users who are not interested in receiving additional follow-up support, offer encouragement to call the Quitline again for assistance if needed.
- For callers who are not ready to quit within 30 days, provide appropriate motivational messages and mail materials and encouragement to call back when ready.
- For all callers, provide information about and referral to local cessation support services (if available at the time of call, in the caller's location).
- Development of comprehensive counseling will include one to eight additional follow-up calls scheduled in a relapse-sensitive manner, based on need. The standard protocol will consist of five counseling sessions. Callers indicating depression will receive five (5) counseling sessions. Pregnant callers will receive ten counseling sessions.
- For tobacco users from specific population groups (Native Americans, spit tobacco users, pregnant women, Medicaid clients) assure culturally appropriate services.
- For tobacco users who qualify for a two (2) month supply of the nicotine patch, nicotine lozenges or gum, the Contractor shall:
 - Screen the individuals for contraindications using the U. S. Public Health Service recommendations on the use of pharmacological cessation aids.
 - Assure the provision of pharmacotherapy as appropriate.
 - Distribute up to a two-month supply of FDA approved nicotine patches, lozenges or gum to individuals. Distribution will be dependent upon available funding.
- For individuals ages 14 to 18, counseling services may be provided but they may not receive nicotine patches, lozenges or gum.
- For Medicaid callers, they will follow the guidelines established by the KDHE BHP and DHCF.
- For SEHP Callers, the vendor will follow the guidelines established by the Health Care Commission (HCC) and SEHP.

4.4.1.2 System Capability

4.4.1.2.1

The Contractor shall provide personnel, facilities, and equipment necessary to offer a toll-free telephone tobacco Quitline service.

4.4.1.2.1.1 The Kansas Tobacco Quitline numbers 1-800-784-8669 and 1-866-526-7867, shall be

- used and remain with the KDHE upon contract expiration or termination.
- 4.4.1.2.1.2 The fax referral number, 1-800-483-3114 shall be used and also remain with the KDHE upon contract expiration or termination.
- 4.4.1.2.1.3 A video relay system and a TTY line shall be made available for those who are deaf or hard of hearing.
- 4.4.1.2.2 The system shall have capacity to handle multiple, simultaneous in-coming and out-going calls with Multi-lingual capability with a minimum of Spanish and English, and translation services available for other languages.
- 4.4.1.2.3 Average length of time to answer live shall be noted and available for report.
- 4.4.1.2.4 Office space shall accommodate administrative, counseling and support staff and confidential records as well as sufficient telephone lines, telephones and computer systems, hardware and software.
- 4.4.1.2.5 A database of participant information shall be managed and maintained using at least the minimum data set recommended by the North American Quitline Consortium (NAQC).
 - 4.4.1.2.5.1 The KDHE owns all participant and other data related to Kansas Tobacco Quitline services.
 - 4.4.1.2.5.2 The database shall be managed to maintain privacy, data security and data management.
 - 4.4.1.2.5.3 Data, reports, logs and evaluations of the Quitline by the Contractor for KDHE are property of KDHE.
 - 4.4.1.2.5.4 Contractor shall provide a raw data set to KDHE monthly in an agreed upon format, in addition to regular reports.
 - 4.4.1.2.5.5 All HIPAA (Health Insurance Portability and Accountability Act) laws will be adhered to.
 - 4.4.1.2.5.6 A disaster data recovery plan shall be used that is tested regularly and includes documentation of data restoration.
 - 4.4.1.2.5.7 The database shall have capability of possible integration of services with phone, Internet and other new technology.
- 4.4.1.2.6 Automatic call answering may only be used when the Quitline is closed, or if call volume is unexpectedly and unusually high.
 - 4.4.1.2.6.1. It is expected that a live person will answer calls during normal operating hours.
 - 4.4.1.2.6.2 After hours the Quitline shall have automated motivational messages and quit tips, and provide for recorded voice mails.

- 4.4.1.2.6.3 Messages left on voice mail shall be answered within one (1) business day.

The call center may utilize automated services such as automatic call answering, extensions for particular services (e.g., dial 1 for smoking cessation resource materials) to channel callers to the most appropriately trained staff, as long as the system is easy to use and quickly connects them to a live person who can provide the services they request during operating hours.

4.4.1.3 Hours of Operation

- 4.4.1.3.1 The Contractor shall develop system infrastructure to provide live response for at least 126 hours per week. However, 24 hours a day, seven (7) days a week service is preferred.
- 4.4.1.3.2 Recorded information and callback capacity is required for the remaining hours of the week.
- 4.4.1.3.3 Peak times for calls should be continuously monitored, and hours of live staffing should be modified accordingly to meet peak volume times (e.g. evening hours and in collaboration with media events).
- 4.4.1.3.4 Operation is not required for holidays, but preferred. (New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day).

4.4.1.4 Volume

It is difficult to estimate the number of calls that will be received, but it is anticipated that this will average 200 per month for screening and initial services. A Kansas Tobacco Quitline has been in operation since November 2003. The SEHP has had an incentive for tobacco cessation in effect since January 2009. The regular statewide Quitline (without State employees) received an average 222 calls a month in 2012. It is anticipated that this number will increase with a new marketing campaign. Call volume fluctuates with promotional efforts.

Participation in the HQ smoking cessation program is one activity that employees covered under the SEHP may do to earn credits toward their premium incentive discount. Enrollments in the tobacco cessation program since the beginning of the HQ Rewards earning period for 2014:

Month	Enrollments
August 2012	52
September 2012	23
October 2012	106
November 2012	62
December 2012	38
January 2013	97
February 1- 27th	64
Total	443

Of the 443 that enrolled so far this program year, 108 have earned ten (10) credits for completing the program as of February 27.

In addition to incoming calls from clients, health care providers will fax patient referrals to the Quitline. Quitline staff will proactively contact these patients within 24 hours after receipt of the fax referral form to offer tobacco cessation counseling. The number of fax referrals that the Quitline received in 2012 was 1160. The system shall be able to process and make proactive calls within 24 hours to at least this minimum number of patients, and provide feedback to the referring clinic/physician.

Call volume may increase or decrease due to media, additional participant groups, changes in funding, changes in technology, or other factors. The Quitline shall be flexible and adjust to necessary changes within a mutually agreed upon time period.

4.4.1.5 Staffing

- 4.4.1.5.1 The staffing plan shall provide live call response by trained behavioral health specialists to individuals seeking cessation support for at least 126 live hours per week.
- 4.4.1.5.2 Sufficient specialists shall be trained and available to allow calls to be handled in a timely manner with a minimum of calls on hold and returned calls.
- 4.4.1.5.3 The staffing plan shall address increased staff needs for times of high call volume (e.g. release of cessation TV spots), and increased native Spanish-speaking callers.
- 4.4.1.5.4 The Contractor shall hire trained behavioral health specialists, preferably with a bachelor's or master's degree in social work, psychology or other behavioral health field.
- 4.4.1.5.5 The staffing plan shall include a training schedule and staff appraisal plan.
- 4.4.1.5.6 Staff shall be skilled in culturally competent principles of motivational interviewing for inducing behavior change and a cognitive-behavioral approach to treating substance abuse.
- 4.4.1.5.7 The staff shall be familiar with the stages of change and able to assist callers with moving along the continuum of readiness.
- 4.4.1.5.8 Staff shall have knowledge and skills regarding all tobacco types. They shall also be knowledgeable about specific issues related to tobacco dependence, including nicotine replacement therapy and other pharmacotherapy aids.
- 4.4.1.5.9 Staff shall be specifically trained to assist youth callers.
- 4.4.1.5.10 The Contractor shall ensure specific ongoing training of counselors to maintain expertise and keep up with research in the behavioral health/tobacco cessation field.
- 4.4.1.5.11 Quitline counselors shall have ongoing supervision. A medical director shall be available to provide technical assistance and oversight as needed.
- 4.4.1.5.12 The Contractor shall describe the number of counselors and their average experience for both the intake and counseling staff. Additionally, describe the elements that compose the training of new intake and counseling staff (including the amount of time new staff spends on each element) as well as continuing education requirements for intake and counseling staff.

4.4.1.6 Language Capability

English is the primary language for the Quitline.

- 4.4.1.6.1 A TTY line and a video relay system shall be available to provide services to the hearing impaired.
- 4.4.1.6.2 Spanish services shall be available to all Spanish speaking clients.
- 4.4.1.6.3 A sufficient number of native Spanish speaking Quit-coaches shall be on staff during all normal operation hours.
- 4.4.1.6.4 A system shall also be in place to easily translate services in additional languages as needed. A third party translator is acceptable for non-English and non-Spanish speaking clients.

4.4.1.7 Follow-up Counseling

- 4.4.1.7.1 In addition to caller-initiated counseling services, comprehensive follow-up support initiated by the cessation specialists shall assist teens and adults with quitting.
- 4.4.1.7.2 Counseling shall include one (1) to eight (8) additional scheduled follow-up calls so that most sessions are presented at the time period when users are likely to relapse.
- 4.4.1.7.3 Ad-hoc calls shall be provided if a tobacco user needs additional counseling at critical times unforeseen by regular protocols. If the protocol used by your organization is more or less than eight (8) follow-up calls, please note the process and give documentation to show proven efficacy.
- 4.4.1.7.4 Follow-up calls shall be made at the time most convenient to the client.
- 4.4.1.7.5 The same cessation specialist throughout an individual's follow-up appointments shall provide counseling, if possible.
- 4.4.1.7.6 The service shall be based on protocols that have been demonstrated to be effective in randomized clinical trials to prepare people to quit and stay off tobacco after quitting.

4.4.2 SEHP Tobacco Cessation Program

The SEHP programs are under authorized and funded by the Kansas State Employees Health Care Commission and are subject to independent audits as requested by the HCC to ensure the program integrity. Specific reporting is required on a weekly basis to SEHP. Quit and reduction rates will need to be reported on this population to the SEHP for HCC review. (see Evaluation).

From August 1, 2012, through July 31, 2013, employees enrolled in the medical portion of the State Employee Health Plan (SEHP) have an opportunity to earn credits by participating in wellness activities offered through HealthQuest (HQ). Those who complete a health assessment questionnaire worth ten (10) credits and earn an additional twenty (20) credits by July 31, 2013, will receive a premium incentive discount. The incentive is a discount of \$480 on their health plan premium for the next plan year.

The SEHP is willing to work with the cessation vendor and provide eligibility files to assist the identification of eligible SEHP members. The SEHP covers eligible state employees and the covered spouses as well as non state employees employed by an eligible public employer and their covered spouses and direct bill members (COBRA and retirees) and their covered spouses.

Employees who have waived coverage as well as retirees, and spouses who are enrolled in the medical portion of the SEHP may participate in HQ Rewards program but do not need to earn credits toward the premium incentive discount

The HealthQuest Rewards Program is optional and employees are not required to participate in order to be covered under the SEHP. There is no additional cost added to an employee's premium for not participating, but they will be paying the undiscounted rate for their insurance coverage.

The HQ Rewards program has an established toll free number for all services using a call tree for services. The tobacco cessation vendor will need to agree to work with the HQ wellness vendor to have calls forwarded from our current phone number to the vendor.

4.4.2.1 HQ Tobacco Cessation Program (10 Credits)

4.4.2.1.1 Members that enroll in the tobacco cessation program will work with expert quit coaches by telephone to develop a personal quit plan. Receive an eight (8)-week supply of nicotine patches or gum at no cost to them (if appropriate). A total of five (5) telephonic discussions with a quit coach about tobacco use cessation must be completed by July 31, to earn credit for the program during the current HQ Rewards earning period. The vendor shall notify the SEHP and Wellness vendor of completion in a timely manner so that credit can be awarded to the members account within two (2) weeks of completing the fifth (5th) discussion with a quit coach. The current SEHP tobacco cessation program includes:

- Access to WebCoach, a private, online community where you can complete activities, watch videos, track your progress and join in discussions with others in the program.
- Easy-to-use printed Quit Guide that you can reference in any situation to help you stick with your quitting plan
- Recommendations on type, dose and duration of nicotine replacement patches and gum or prescription medication (bupropion or Chantix covered under the SEHP pharmacy benefit) if appropriate.
- Free nicotine replacement therapy (patch/gum) mailed directly to your home if appropriate.
- The member shall have unlimited toll-free access to Quit Coaches, who offer as much or as little support as is need.

4.4.2.1.2 During intake the Contractor shall ask callers if they are covered under the SEHP. If they are, they should be informed about the requirements of the program that have to be completed to earn the ten (10) credits. If so, the Contractor shall need to collect and report the caller's name, employee identification number, beginning and ending date of service, and number of calls completed. The vendor shall have sufficient records in place to document the services provided and the cost of providing services for this population separately from the other populations serviced.

4.4.2.2 Technical Assistance for Health Care Providers and Cessation Specialists

4.4.2.1 The Contractor shall develop a system to provide technical assistance and advice to individual health care providers and cessation specialists who call the Quitline. Topics may include up-to-date

information about nicotine replacement therapies, complicated patient case management issues and individual tobacco support programs. The system developed shall be coordinated with the TUPP staff contact to assure effectiveness and avoid duplication of services.

4.4.2.3 Support Material Development

4.4.2.3.1 The Contractor shall develop and provide culturally competent materials for general and at-risk population groups in Kansas, including a Quit Kit that addresses self-help cessation techniques for all types of tobacco.

4.4.2.3.2 Kits shall meet low literacy level needs (6th grade reading level) and utilize pictures and graphics extensively.

4.4.2.3.3 In addition to general adult materials, specific information should be tailored for pregnant women and youth.

4.4.2.3.4 Materials shall also be made available in Spanish.

4.4.2.3.5 Adaptation of kits a contractor has already developed may be acceptable.

4.4.2.3.6 KDHE approval of the Quit Kit is required. Quit Kits and other materials developed under this contract shall credit Kansas Tobacco Quitline by using the Quitline logo and [name of Contractor].

4.4.2.4 Local Services, Referral Database

4.4.2.4.1 The Contractor shall develop and conduct an inventory of local cessation support activities by county in Kansas. The results shall be compiled and maintained in computerized format to allow ongoing updates and maintenance. This activity shall link with the Referral Database.

4.4.2.4.2 The Contractor shall develop, conduct and report on results of a county-specific assessment of local cessation services which may include, but are not limited to, availability; accessibility; staffing resources; staff's knowledge and skills of cessation support and behavioral change; stability, and capacity. The State can provide its current list of local resources as a baseline.

4.4.2.4.3 The Contractor shall develop and operate a computerized, regularly updated, referral resource database of all cessation services available to callers, in addition to those of the Contractor.

4.4.2.4.4 The database shall provide sufficient information to match caller to resources by location, type of cessation service, time service is available, and specialized service for target populations (spit tobacco users and pregnant women).

4.4.2.5 Data Collection

4.4.2.5.1 The Contractor shall develop a computerized system for tracking and documenting Quitline activity that can accurately tabulate unique individuals, services provided and basic demographics of callers, and referrals.

4.4.2.5.2 The system shall produce information about the amount and types of service per caller, and call patterns by time of day, day of week and month.

4.4.2.5.2.1 Characteristics of callers to be tracked include, but are not limited to, tobacco consumption level,

intention to quit, past quit attempts, and willingness to follow-up for evaluation and support.

4.4.2.5.3 The data collection system shall provide for collection of specific information on pregnant women callers.

4.4.2.5.4 All data forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor shall be owned by the using agency.

4.4.2.5.5 The Contractor may not release any materials without the written approval of the using agency.

4.4.2.5.6 The Contractor shall provide and implement a quality assurance and reporting plan. This includes weekly, monthly, quarterly, and annual reports that address caller statistics and Contractor performance measures. Reports shall be submitted in .doc, .xls, and/or .pdf files, as agreed upon.

4.4.2.5.6.1 Weekly Reports – due by Wednesday of each week following the week being reported; provide call volume data, such as:

- How the caller heard about the Quitline delineated by county
- Caller type by day (number and types of calls)
 - (1) Caller type by time of day

- Services provided

4.4.2.5.6.2 Monthly Reports – due by the 15th of each month following the month being reported and provides monthly reporting (by individual month and cumulative fiscal year to date) to the KDHE of Quitline usage (all callers) and trends including, (reports a-k) but not limited to: amount and types of service per caller, service by county, tobacco use, insurance provider, race, ethnicity, gender, age of caller, pregnancy status, education level; number and percentage of calls completed by those enrolled in multiple call follow-up counseling; For example:

- Demographics (adult and youth categories are mutually exclusive)
- Marketing methods recall by county (adult and youth categories are mutually exclusive)
- Referrals to community resources (adult and youth categories are mutually exclusive)
- Fax referral services provided
- Registered callers by county
- Monthly services provided
- Tobacco users by health plan (State Employee health program, Medicaid, Medicare, Private Insurance, No Insurance)
- Tobacco user demographics in chart and graphic form
- Telecom activity (number of all incoming calls to the line, etc.)
- Spanish activity

- Ad hoc reports as necessary

4.4.2.5.6.3 Quarterly Reports – due on the last business day of the month following the end of the quarter. And includes staff performance and caller statistics; Such as:

- Service delivery and performance management - addresses the operation and staffing of the Quitline including but not limited to: timeliness of services provided, staff performance on calls, staff training reports, and file data integrity.
- Tobacco user demographics
- Call volume statistics

4.4.2.5.6.4 Annual Reports –due the last business day of the month following the end of the contract (calendar) year (a). or due the last day of the second month following the end of the contract (calendar) year (b) (c) (d). [a and b are included with the cost of registration and call services; c and d are added service, and have a separate cost category.] Includes progress, data, evaluation and research as follows;

- Progress Report – Progress on deliverables/scope of work; Amount funded; Amount expended; Description of the program and number of adults and youth who participated; Statement concerning the success and effectiveness of the program
- Annual Report of Quitline demographics and services, including raw data files of participant data in a mutually agreed upon format
- Research Report of data trends, including caller demographics, how heard about, and other information as mutually agreed upon.
- Evaluation Report – Satisfaction and quit rate survey results for adults and Spanish; also as specified in: Evaluation. (May contract with an outside vendor.)

4.4.2.5.7. SEHP Tobacco Reporting Requirements: The following reports are required to be provided directly to the SEHP on the utilization of the tobacco program.

4.4.2.5.7.1 Standard Monthly Reports – Aggregate and de-identified:

- Demographic Report – Provides demographic data collected from participants enrolled in the given month.
- Services Report – Provides data on monthly services provided to enrolled participants.
- How Heard About by Group Report – Provides data collected from participants enrolled in the given month for how they heard about the program.
- Enrollment by Group Report – Provides enrollment data by group (SOKEE, SOKRT, NONE, NONRT) for participants enrolled in the given month.

4.4.2.5.7.2 Custom DAI Monthly Reports – Participant level/Identified:

- DAI Tobacco Cessation File – Provides custom participant level data. File with data layout attached.

4.4.2.5.7.3 Quarterly Reports:

- Quit Rate and Satisfaction Report – Provides quarterly Quit Rate and Satisfaction data.

4.4.2.5.7.4 Ad hoc reports – Custom ad hoc reports are available upon request for a report development fee.

4.4.2.5.8 Contractor shall collect and share success stories of callers that can be shared with those promoting use of the service. Comments and stories shall not include identifying information.

4.4.2.5.9 Acknowledging that Quitline promotion, evaluation and monitoring requires flexible, responsive data that can be tailored to support and evaluate any variety of promotional activities and service effectiveness, the Contractor shall provide monthly de-identified raw datasets of phone-based counseling use, registration and referral information. The content and design of these datasets shall be mutually agreed upon by KDHE and the Contractor, but, at a minimum, should be able to be used to generate custom queries of:

- Total phone registrations by demographic information, caller type, entry method, how they heard about the Quitline and date.
- Total unique phone registrants in a given time period by demographic data information, caller type, entry method, how they heard about the Quitline and date.
- Total number of provider fax or e-referrals, regardless of whether they resulted in a registration, by organization name, locate and date.

4.4.2.5.10 In addition to basic data dictionaries, the Contractor shall maintain and provide updated documentation of each dataset that explains how the dataset was constructed, its intended purpose (with examples), analytic steps that should be taken to generate queries from the datasets that match reports created by the Contractor and any important methodological caveats that should be considered when analyzing these datasets. The Contractor shall make available technical staff who shall respond to requests for technical assistance when analyzing and interpreting data from these datasets.

4.4.2.6 Evaluation

Year-end evaluation shall report client satisfaction, and tobacco quit and reduction rates in accordance with best practice recommendations of NAQC. Evaluation shall occur each fiscal year and cover twelve (12) months of data. The report is due the end of January.

4.4.2.6.1 The Contractor shall conduct a seven (7) month follow-up survey to determine Quitline satisfaction and quit rates for callers who are enrolled in telephone counseling.

4.4.2.6.1.1.1 Survey shall adhere to NAQC guidelines and methodology to attain statistical validity. A survey sample will be used for adults.

4.4.2.6.1.1.2 A census shall be used for the Spanish population.

4.4.2.6.1.1.3 The survey is also expected to assess overall satisfaction, satisfaction with program components, quit attempts, tobacco use frequency, nicotine dependence, NRT utilization, as

well as other agreed upon information, both qualitative and quantitative.

4.4.2.6.2 The Contractor shall include a breakdown of survey information specific to Medicaid and State Employee Health Benefits Plan.

4.4.2.7 Promotion to Tobacco Users and Coordination with Other Contractors

4.4.2.7.1 KDHE will be responsible for all promotion of the Quitline to the general public, SEHP members and individual tobacco users.

4.4.2.7.2 KDHE will promote the Quitline through the local outreach network, the Chronic Disease Risk Reduction grant program, news releases, newsletters, statewide and local coalitions as well as post Quitline information on various Web sites and list serves.

4.4.2.7.3 When possible the Quitline shall be promoted on radio and television stations.

4.4.2.7.4 KDHE will provide adequate advance notice about media events and campaigns.

4.4.2.7.5 The Contractor shall provide additional staffing to respond to the increased demand when appropriate.

4.4.2.7.6 SEHP will promote the Quitline to covered SEHP members through HQ information, website, e-mail, blogs and newsletters.

4.4.3 WEB-BASED SERVICES PERFORMANCE STANDARDS

The KDHE added Web-based tobacco cessation services for Kansans in 2011. Contractors should include Web-based services in bid proposals and price this service separately (see Cost Sheet).

Web-based tobacco cessation services reach individuals who might not use community classes or telephone services to quit tobacco. Therefore, the Contractor shall be able to provide stand-alone Web-based services with no need for other technology use, but could have other technology services as an adjunct to Web-based services.

The Contractor shall provide an attractive, confidential (except to SEHP members electing to receive HQ Rewards credits which requires identifying information), user friendly Web site that provides counseling and feedback from trained tobacco cessation specialists, tailored quit messages, and 24-hour peer support through an online community for Kansans who are preparing or ready to quit, or have quit, at no cost to the user. Participants who are registered users through this contract will receive unlimited access to cessation services, including counseling from trained medical specialists, for the participant's lifetime and as long as needed. The Contractor shall provide Kansas specific information to Kansas tobacco users including links to the Kansas Tobacco Use Prevention Program's Web site and local tobacco cessation resources. The Web-based services site shall have comprehensive evaluation capabilities including real time access for the KDHE & DCHF to observe site usage. It will also generate comprehensive monthly and weekly reports and have systems in place to collect statistically valid follow-up data on quit and reduction rates.

The site shall be available twenty-four (24) hours a day, seven (7) days a week. The Contractor shall have the capacity to provide computerized tracking of web-based activity, including collection, analysis and reporting of data. The contractor shall provide KDHE with ongoing access to the web metrics tracking platform (e.g. Google Analytics, etc.) in use by the contractor to capture all visitation and metric data for the Kansas Tobacco Quitline website property (e.g. www.Quitnow.net/Kansas). Contractor will provide KDHE with one "user" account and

password to access all web metrics data in real time, thereby allowing KDHE to export web metrics data and reports as needed. This ongoing user access is necessary to properly monitor online media and promotion efforts and to improve reporting for funders.

There are thirteen (13) performance standards for the Web-based cessation services. The Contractor shall explain how their existing services address these performance standards.

4.4.3.1 Tailor Site to Kansas Users (to be completed within thirty (30) days after the beginning of the contract period).

The existing Web-based tobacco cessation service shall be tailored to Kansas users by providing the following as part of the existing site: a) Homepage with Kansas Tobacco Use Prevention Program (TUPP), DCHF and KDHE logos and Kansas Quitline information; b) Option for tailored Web address; c) Post and regularly update referral resource database of tobacco cessation services available to Kansas residents other than those of the Contractor. Information for the database, including regular updates, will be provided to the Contractor by the KDHE. It is the responsibility of the Contractor to make this information easily accessible from the Web-based services site.

4.4.3.2 Service Delivery and System Capability

4.4.3.2.1 The Contractor shall provide a stand alone, confidential (except to SEHP members electing to receive HQ rewards credits this requires identifying information), user-friendly, easy to access online tobacco cessation service for users at any stage of readiness.

4.4.3.2.2 Content and services available on the Web site shall be based on accepted practice in the evidence-based practice community.

4.4.3.2.3 Information and support shall include tobacco cessation for all types of tobacco.

4.4.3.2.4 Services shall include: real time communication with trained tobacco cessation specialists; clubs and forums with other tobacco users interested in similar issues; buddy lists to increase social support; individualized tracking of personal quit statistics; tobacco cessation tips and answers to frequently asked questions; youth, adult and Spanish components of services; medication guides; follow-up e-mail support; electronic recognition of accomplishments and milestones in the quitting process.

4.4.3.2.5 Contractor shall have a demonstrated reliability to provide online services continually with no, or extremely rare, down time. Services shall be regularly monitored to prevent online predator activity.

4.4.3.2.6 The Contractor shall comply with State and Department Web standards such as including TUPP, DHCF and KDHE logos on the site and providing a link to KDHE Web sites. The Contractor shall work with the KDHE Web team to determine which additional KDHE Web standards apply to these services.

4.4.3.2.7 Data, reports, logs and evaluation of the Web-based tobacco cessation services by the Contractor for the KDHE & DHCF are property of the KHDE & DHCF.

4.4.3.3 State Employee Health Plan Members

4.4.3.3.1 The Contractor shall add a section to the online intake that will allow State employees to enter additional information if they wish to receive earn the HQ rewards credits for completing the program.

4.4.3.3.2 The details of this section will be established by KDHE SEHP and will include name and employee ID number.

4.4.3.3.3 Each time a covered SEHP member logs on to the system for online cessation support they will need to enter this information.

4.4.3.3.4 The Contractor shall have the ability to generate reports tracking the number of times SEHP members have logged into the system.

4.4.3.4 Nicotine Replacement Therapy

The Web-based tobacco cessation service shall be able to provide information regarding NRT and other prescription cessation medications.

4.4.3.5 Hours of Operation

Participants receive online peer support, tailored motivational messages and information on quitting twenty-four (24) hours a day, seven (7) days a week. Support from trained cessation specialists is available through a forum and confidential e-mails that are answered within twenty-four (24) hours.

4.4.3.6 Volume

To ensure that participants receive support in quitting twenty-four (24) hours a day, seven (7) days a week, the Web site needs to receive at least 1,000 messages posted daily to their discussion forums to provide an active on-line support community. It is estimated that a Web-based service will receive about 100 to 150 new registrations per month. The Contractor shall be able to handle at least this volume, and provide reports regarding participants as outlined in the Evaluation section.

4.4.3.7 Promotion to Tobacco Users and Coordination with Media Campaign

4.4.3.7.1 KDHE and DHCF Medicaid will be responsible for all mass media promotion of the Web-based service to the general public and individual tobacco users. KDHE and DHCF Medicaid will provide adequate advance notice about media events and campaigns. The SEHP will handle promotion to their covered populations.

4.4.3.7.2 Contractor shall be responsive to requests from KDHE to implement non-destructive code updates as needed to Quitline Web property (e.g., www.QuitNow.net/Kansas) for the purpose of supporting and optimizing online media promotions.

4.4.3.7.3 At the Department's discretion, the Contractor shall provide online ad listing of Web-based services through Web-search engines and popular e-mail sites. Please describe your capacity to provide Web site advertising services. Ad spending will be mutually agreed upon with TUPP staff.

4.4.3.7.4 Monthly reports itemizing advertisement spending shall be provided to KDHE. Funding for online ads shall be separate from funding for services.

4.4.3.8 Service Start Date

The Development phase of the scope of work, tailoring the site to Kansas users, shall last no more than thirty (30) days. The Web-based cessation site shall provide full service beginning no later than thirty (30) days after July 1, 2013.

4.4.3.9 Support Material Development

4.4.3.9.1 The Contractor shall develop and provide culturally competent information for general and at-risk population groups in Kansas, which addresses self-help cessation techniques for all types of tobacco.

4.4.3.9.2 Information shall meet low literacy level needs (6th grade reading level) and utilize pictures and graphics extensively.

4.4.3.9.3 In addition to general adult information, specific information should be tailored for pregnant women and teens.

4.4.3.9.4 Information shall also be made available in Spanish.

4.4.3.9.5 Information a Contractor has already developed may be acceptable. KDHE approval of the information/material is required.

4.4.3.9.6 Information/materials developed under this contract shall credit “Kansas Department of Health and Environment” and be branded with KAN QUIT logo.

4.4.3.9.7 Kansas specific materials may be required as needs are identified by KDHE & DHCF. Information developed by KDHE about diabetes shall be shared with tobacco users identified with this chronic disease. Other chronic disease conditions may also be targeted.

4.4.3.10 Staffing

4.4.3.10.1 The staffing plan shall provide online support and counseling from trained behavioral health specialists to individuals seeking cessation support.

4.4.3.10.2 Sufficient specialists shall be trained and available to monitor forums daily and to respond to e-mails and messages within twenty-four (24) hours.

4.4.3.10.3 The Contractor shall train the tobacco cessation specialists in the principles of working with individuals at various levels of readiness to quit tobacco use.

4.4.3.10.4 Specialists shall also be knowledgeable about specific issues related to tobacco dependence, including nicotine replacement therapy and other prescription cessation medications.

4.4.3.10.5 Medical professionals shall also be on staff to answer medical questions/issues.

4.4.3.11 Evaluation, Data Collection and Reporting

4.4.3.11.1 The Web site shall have comprehensive evaluation capabilities including real time access for KDHE, DHCF Medicaid, and SEHP to observe site usage.

4.4.3.11.2 The website shall have the functionality to generate comprehensive weekly and monthly reports that include participant demographics (with separate SEHP and Medicaid recipient reports and youth reports), intention to quit, quit date and services utilized.

4.4.3.11.2.1 Reports shall be accessible online and display both cumulative and historical data. Examples of monthly reports would include: members served by type, service type, visits, page views, conversion rates, participant demographic data (gender, transgender designations, sexual orientation, age, education level, race, pregnancy status, tobacco type, quit date and medication plan information), consumption, stage of readiness, addiction level, quit attempt history and past medication use, marketing method recall, referring Web sites and associated conversion information, county-level registration data, participation in various site elements, and use of supporting resources, and demographic data by county.

4.4.3.11.3 Data shall be provided monthly, as well as year to date on a calendar year.

4.4.3.11.4 Contractor shall provide ongoing data collection and reporting. Services will include a comprehensive evaluation plan with three (3), six (6) and twelve (12) month follow-up. Contractor will identify ways to achieve a high response rate for follow-up surveys.

4.4.3.11.5 The Contractor shall be able to generate user specific information on money saved and days of life extended since the quit date. The information shall be reported specific to the enrolled user, as well as compiled and reported as aggregate data for Kansas enrolled users. Methodology for generating these data will be approved by the KDHE TUPP, DHCF Medicaid, and SEHP.

4.4.3.11.6 The Contractor shall provide and implement a quality assurance plan.

4.4.3.11.6.1 This plan shall address the operation and staffing of the Web-based cessation site.

4.4.3.11.6.2 Reliability of the site shall be ensured by around-the-clock technical support.

4.4.3.11.6.3 The plan shall also include assessment of customer satisfaction with the site by sampling of Web site participants.

4.4.3.11.6.4 Regular quality improvement based on customer responses shall be implemented.

4.4.3.11.7 Contractor shall collect and share success stories of users of the site that can be shared with those promoting use of the service. Comments and stories shall not include identifying information.

4.4.3.11.8 Acknowledging that Quitline promotion, evaluation and monitoring requires flexible, responsive data that can be tailored to support and evaluate any variety of promotional activities and service effectiveness, the Contractor shall provide monthly de-identified raw datasets of web-based counseling use, registration and referral information. The content and design of these datasets will be mutually agreed upon by KDHE and the Contractor, but, at a minimum, should be able to be used to generate custom queries of:

- Total web registrations by demographic information, caller type, entry method, how they heard about the Quitline and date.
- Total unique web registrants in a given time period by demographic data information, caller type, entry method, how they heard about the Quitline and date.
- Retrospective captures of longitudinal user site usage data by demographic information, user type and type and intensity of site usage.

4.4.3.11.9 In addition to basic data dictionaries, the Contractor shall maintain and provide updated documentation of each dataset that explains how the dataset was constructed, its intended purpose (with examples), analytic steps that should be taken to generate queries from the datasets that match reports created by the Contractor and any important methodological caveats that should be considered when analyzing these datasets. The Contractor shall make available technical staff who will respond to requests for technical assistance when analyzing and interpreting data from these datasets.

4.4.3.12 Language Capability

Services shall be available in English and Spanish.

4.5 ALTERNATIVE FEE QUOTE. The SEHP is interested in a Per Enrolled Member fee structure. For the services outline for the SEHP, would you be willing to bill based on a global fee for each enrolled member? If so, please outline that cost.

4.6. OPTIONAL SERVICES:

KDHE may at its discretion request additional services from the contractor to be performed under this contract that relate to program objectives. The contractor shall provide in their cost

proposal an hourly rate that will be assessed by the contractor for optional projects. Should an optional project or service be requested by KDHE, the contractor shall provide a written quote to KDHE with the number of hours necessary for project completion and the total cost. Services shall not be performed nor shall work be started on any optional project or service until the contractor has received written authorization from KDHE. Change Orders on optional services shall be prohibited. The contractor shall not exceed the number of hours or dollar amount(s) quoted on any optional services requested.

4.7 BILLING

The awarded Contractor will submit itemized monthly billings to the State. The vendor will need to track utilization for each population served separately. An itemized bill for each of the three main categories (Kansas resident, Medicaid beneficiary or SEHP member) is required and each bill will need to include a breakdown of the number of members served and the service provided. All billings and fees are subject to approval and audit by the State.

Contract renewal will be based on an annual review of contract outcomes. KDHE has the authority to terminate the contract at any time during the contractual period.

4.8 CONFLICT OF INTEREST. This bid requires that the applicant fully disclose any and all types of relationships with any affiliates or subsidiaries of a tobacco company.

APPENDIX A: State and Federal Debarment Suspension Certification - Instructions for Certification**A. Instruction for Certification:**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and all its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

APPENDIX B: REQUIRED TOBACCO CESSATION LAYOUT FOR STATE EMPLOYEE HEALTH PLAN

File Type (extension): delimited / comma (csv)
Naming Convention: 37778704E29954.csv
Tag File Naming Convention: 37778704E29954.mms
Submission: Monthly
Push/Pull: Pull

Field	Data Type	Format	Length
STARTDATE	Date	MM/DD/CCYY	10
ENDDATE	Date	MM/DD/CCYY	10
ACCOUNTID	Integer		20
ACCTNAME	Character		20
CONTRACTID	Character		20
CONTRACTNAME	Character		20
GROUPNAME	Character		20
PLAN_CODE	Character		20
PARTICIPANTID	Character		20
FIRST_NAME	Character		30
LAST_NAME	Character		30
DATE_OF_BIRTH	Date	MM/DD/CCYY	10
AGE	Integer		3
GENDERID	Integer		1
GENDER	Character		10
MEMBERID	Character		11
REGISTER_DATE	Date	MM/DD/CCYY	10
ADDRESS_LINE1	Character		30
ADDRESS_LINE2	Character		30
CITY	Character		30
STATE	Character		2
ZIP	Character		5
PHONE_1	Character		20
PHONE_2	Character		20
COUNTYID	Character		3
COUNTY	Character		30
RELATIONSHIP	Character		20
MEMBER_LAST_NAME	Character		30
MEMBER_FIRST_NAME	Character		30
MEMBER_SSN	Character	9 Numeric characters, no dashes in between	9
ENTRY_METHOD_ID	Character		2
ENTRY_METHOD	Character		40
How_HEARD_ID	Character		2
HOW_HEARD	Character		40
STAGEID_REGISTRATION	Integer		1
STAGE_REGISTRATION	Character		20
LANGUAGEID	Character		2

LANGUAGE	Character		30
PREGNANCY_GROUPID	Character		1
PREGNANCY_GROUP	Character		20
CIGAR	Character		10
CIGARETTE	Character		10
SMOKELESS	Character		10
PIPE	Character		10
OTHER	Character		10
CHRONIC_ASTHMA	Integer		1
CHRONIC_COPD	Integer		1
CHRONIC_CAD	Integer		1
CHRONIC_DIABETES	Integer		1
CHRONIC_DNK	Integer		1
CHRONIC_NONE	Integer		1
CHRONIC_REFUSED	Integer		1
PLANNED_CALLS_COMPLETED	Integer		3
ADHOC_CALLS_COMPLETED	Integer		3
BUPROPION_RECOMMENDED	Integer		1
CHANTIX_RECOMMENDED	Integer		1
PATCH_DOSED	Integer		1
GUM_DOSED	Integer		1
LOZENGE_DOSED	Integer		1
CONTINUUM_OF_CARE	Integer		1
EOP_CALL_COMPLETED	Integer		1
EOP_DATE	Character	MM/DD/CCYY	10
EOP_7DAY_QUIT	Integer		1
EOP_30DAY_QUIT	Integer		1
CALLS_COMPLETED_INTERVENTION	Integer		3
STAGE_LASTCALL	Character		30
QUIT_DURATION_LASTCALL	Character		30
CIGARETTES_PER_DAY_LASTCALL	Integer		3
WEB_ACCOUNT	Integer		1
WEB_LOGINS_COUNT	Integer		3
WEB_LOGIN_LASTDATE	Character	MM/DD/CCYY	10
WEIGHT_CALLS_ENROLLMENT	Integer		10
WEIGHT_CALLS_COUNT	Integer		3
AGENCY_ID	Character		10
HEALTHPLAN	Character		50
EFFECTIVE_DATE	Character		35
EXPANSION_FIELD_1	Character		1
EXPANSION_FIELD_2	Character		1
EXPANSION_FIELD_3	Character		1
EXPANSION_FIELD_4	Character		1
EXPANSION_FIELD_5	Character		1
EXPANSION_FIELD_6	Character		1

5. COST SHEET

Bidder Name: _____

QUITLINE BUDGET GUIDELINES

(Please use this format for proposal)

Note: All prices include everything necessary to deliver the completed service, such as day to day tracking and surveillance of calls, personnel, training, travel, administrative costs, materials, postage and handling, data collection and required reports, etc. KDHE will not pay for unscreened calls, pranks, hang-ups, wrong numbers, or calls transferred to another state.

Service	Description (modify number of calls if applicable to efficacy)	Price per service completed
Registration (1 call)	Tobacco users, proxy and providers who registered for services, including information only, materials only or the 1 call program only	
Call 1	Participants who talked with a specialist and completed the 1 call program.	
Registration (5 call)	Tobacco users who registered for the 5 call program and received related materials	
Call 1	Tobacco users who talked with a specialist and completed their first call.	
Call 2	Tobacco users who talked with a specialist and completed their second call.	
Call 3	Tobacco users who talked with a specialist and completed their third call.	
Call 4	Tobacco users who talked with a specialist and completed their fourth call.	
Call 5	Tobacco users who talked with a specialist and completed their fifth call.	
Call 6 (Pregnant)	Pregnant tobacco users who talked with a specialist and completed their sixth call.	
Call 7 (Pregnant)	Pregnant tobacco users who talked with a specialist and completed their seventh call.	
Call 8 (Pregnant)	Pregnant tobacco users who talked with a specialist and completed their eighth call.	
Call 9 (Pregnant)	Pregnant tobacco users who talked with a specialist and completed their ninth call.	
Call 10 (Pregnant)	Pregnant tobacco users who talked with a specialist and completed their tenth call.	
Ad hoc	Unscheduled call from tobacco user enrolled in the 5 call program needing additional assistance.	
Additional Service	Description	Annual Budget
Program Development	Start-up costs and/or costs associated with development of database and materials. (List at a rate per hour and "not to exceed" amount.)	
Annual Evaluation	Conduct or contract with an outside vendor to conduct three reduction, quit and satisfaction surveys for the adult, youth and Spanish speaking populations.	
Website Development and Enhancement	Costs associated with the development of new resources or enhancement of current website resources for the purpose of supporting or optimizing user experience and online promotions. (List as rate per hour).	

WEB-BASED SERVICES BUDGET GUIDELINES**(Please use this format for proposal)**

Note: All prices include everything necessary to deliver the completed service, such as day to day tracking and surveillance, personnel, training, travel, administrative costs, data collection and required reports, etc.

Registration fee is paid only once for a lifetime membership of the user. KDHE will not be charged for non-tobacco users or researchers.

Service	Description (modify number of calls if applicable to efficacy)	Price per service completed
Registration Of new user	Tobacco users, proxy and providers who registered for services.	
Online Advertising	Estimated monthly cost for online advertising, broken down by advertising type: Search Engines E-mail ads Other (please specify)	Budget determined according to capacity to provide
Additional Service	Description	Annual Budget
Program Development	Start-up costs and/or costs associated with development of homepage and referral database. (List at a rate per hour and "not to exceed" amount.)	
Annual Evaluation and Satisfaction Survey	Conduct or contract with an outside vendor to conduct reduction, quit rate evaluation and satisfaction survey of registered users (including adults, youth, and Spanish users).	

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.